New Owner:
Herbert T.McCall et ux, Mary Loftis McCall
Unimproved. To be known as:
400 Louviers Lane, Old Hickory, Tenn. Map 54-14-46

This Instrument Was Prepared By
DENNEY, LEFTWICH, LACKEY & CHERNAU
218 Third Avenue North
M. O. Nashville, Tennessee

INSTALLMENT DEED

BOOK 4114 PAGE 805

For and in Consideration of the sum of ($6,500.00) - - - - - - - - - - - - - - - - -

SIX THOUSAND FIVE HUNDRED & NO/100 - - - - - - - - - - - - - - - - - Dollars,

of which ($500.00) FIVE HUNDRED & NO/100 - - - - - - - - - - - - - - - - - Dollars,

has been paid in cash by Herbert T. McCall and wife, Mary Loftis McCall,

the receipt of which is hereby acknowledged, and for the remainder ($6,000.00) - - - - - -

SIX THOUSAND & NO/100 - Dollars,

the said Herbert T. McCall and wife, Mary Loftis McCall ha ve

executed their promissory note of even date herewith, in the principal amount of $6,000.00 plus interest @ 6% per annum, payable to J. R. Coarsey, Trustee, in 36 monthly payments of $100.00 each, beginning on the 14th day of April, 1967, with one payment of like amount due on the 14th day of each succeeding month thereafter, and the entire balance, principal and interest, due with the 36th monthly payment.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained

on the land herein conveyed,

I, J. R. Coarsey, Trustee,

have this day bargained and sold, and do hereby transfer and convey unto the said

HERBERT T. McCALL AND WIFE, MARY LOFTIS McCALL, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in the 4th Civil District of Davidson County, Tennessee, being Lot No. 144 on the Plan of Brandywine Farms, Section IV, as of record in Book 3700, page 108, Register's Office for said County, as follows:

Beginning at the northeasterly corner of this lot, at a monument in the southeasterly margin of Louviers Lane; thence with the east line of the lot south 16° 00' east 171.6 feet; thence south 43° 48' west 145.1 feet; thence north 46° 12' west 94.0 feet; thence 145.0 feet, partly along the northeasterly margin of Kennett Road, to a monument; thence around a curve northeasterly 39.27 feet to a point in the southeasterly margin of Louviers Lane; thence with said margin north 74° 00' east 185.0 feet to the point of beginning.

Being part of the property conveyed to J. R. Coarsey, Trustee, by deed from B. C. & D. Company, Inc., a Tennessee corporation, of record in Book 4105, page 712, said Register's Office.

This conveyance is made subject to restrictions of record in Book 3816, page 544, amended in Book 3822, page 851, made applicable to Section IV Brandywine Farms by instrument of record in Book 4102, page 870, said Register's Office.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Herbert T. McCall and wife, Mary Loftis McCall heirs and assigns forever. I do covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I do further covenant and bind myself, my successors and assigns, ~~heirs and representatives~~ to warrant and forever defend the title to said real estate to said Herbert T. McCall et ux, Mary Loftis McCall, their heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, We, the said Herbert T. McCall and wife, Mary Loftis McCall,

do hereby transfer and convey unto Vaden Lackey, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Herbert T. McCall and wife, Mary Loftis McCall,

do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interst may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we, the said Herbert T. McCall and wife, Mary Loftis McCall, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to Herbert T. McCall et ux, Mary Loftis McCall representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to Vaden Lackey, Jr., Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said J. R. Coarsey, Trustee, and Herbert T. McCall et ux, Mary Loftis McCall hereunto set our hands at Madison, Tennessee, this the 14 day of March 1967

Present address:
1020 Graycroft Avenue
Madison, Tennessee

J R Coarsey Trustee

Herbert T McCall

Mary Loftis McCall

STATE OF TENNESSEE
Davidson County

Personally appeared before me, W. W. McLin, a Notary Public in and for said County and State, the within named J. R. Coarsey, Trustee, and Herbert T. McCall and wife, Mary Loftis McCall

the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Madison Tennessee, this 14th day of March, 1967

W. W. McLin, Notary Public.

Commission Expires May 18, 1968

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

BOOK 4114 PAGE 808

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

65351

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

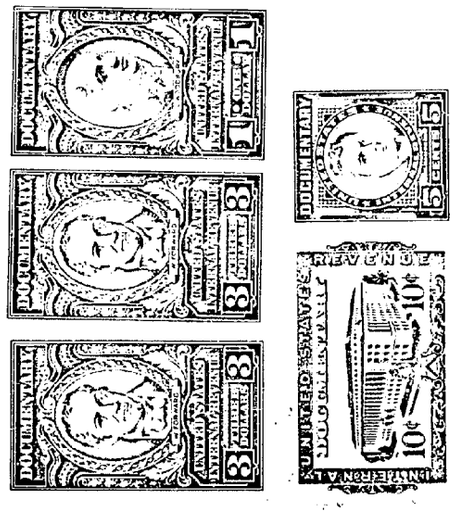
MAR 27 12 07 PM '67
NOTED BK 116 PAGE 127
RECORDING FEE $ 2.50
DEP. REG. M

INSTALLMENT DEED

FROM
J. R. COARSEY, TRUSTEE

TO
HERBERT T. McCALL AND WIFE,
MARY LOFTIS McCALL

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.



TRULEY CO., NASHVILLE

STATE TAX $ 975
PROBATE .50
TOTAL $ 10.25

MAR 27 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID MAR 27 1967

STATE TAX $ 4.00
PROBATE .50
TOTAL $ 4.50

MAR 27 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID MAR 27 1967